

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

Ronald I. LeVine
210 River Street Ste. 11
Hackensack, NJ 07601
201 489-7900

In Re:

PAUL W. PIEKEN & DOLORES A. PIEKEN

Case No.: 18-22019JKS

Judge: Sherwood

Chapter: 13

CHAPTER 13 DEBTOR'S CERTIFICATION IN OPPOSITION

Counsel's

The debtor in this case opposes the following (choose one):

1. ☐ Motion for Relief from the Automatic Stay filed by _____, creditor,

A hearing has been scheduled for _____, at _____.

- ☐ Motion to Dismiss filed by the Chapter 13 Trustee.

A hearing has been scheduled for _____, at _____.

- ☒ Certification of Default filed by Chapter 13 Trustee

I am requesting a hearing be scheduled on this matter.

2. I oppose the above matter for the following reasons (choose one):

- ☐ Payments have been made in the amount of \$ _____, but have not been accounted for. Documentation in support is attached.

☐ Payments have not been made for the following reasons and debtor proposes repayment as follows (**explain your answer**):


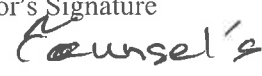
☒ **Other (explain your answer):**

Debtors have obtained a trial loan modification by letter dated June 24, 2019 but only received by them by Fed. Express mail on 8/12/19 with post mark of 8/09/19. The debtors intend to enter into this program of six monthly payments starting on 8/1/2019 and ending 1/1/2020. First two pages of the loan mod. are attached.

3. This certification is being made in an effort to resolve the issues raised in the certification of default or motion.
4. I certify under penalty of perjury that the above is true.

Date: 8/15/19

Date: _____


/s/Robert Wachtel
Debtor's Signature

Debtor's Signature

NOTES:

1. Under D.N.J. LBR 4001-1(b)(1), this form must be filed with the court and served on the Chapter 13 Trustee and creditor, if applicable not later than 7 days before the date of the hearing if filed in opposition to a Motion for Relief from the Automatic Stay or Chapter 13 Trustee's Motion to Dismiss.
2. Under D.N.J. 4001-1 (b)(2), this form must be filed with the court and served on the Chapter 13 Trustee and creditor, if applicable not later than 14 days after the filing of a Certification of Default.



BAYVIEW

Bayview Loan Servicing, LLC
4425 Ponce de Leon Blvd. 5th Floor
Coral Gables, FL 33146

You are
Pre-Approved
for a Modification

June 24, 2019

PAUL W PIEKEN
DOLORES A PIEKEN
128 RAINTREE LN
MAHWAH, NJ 07430-2060

Loan Number: 1810941

Property Address: 128 RAINTREE LN
MAHWAH, NJ 07430

Dear Customer:

Congratulations! **You are pre-approved to complete a unique loan modification that will forgive no less than \$61,683.89 of your debt.**

Your new payment resulting from this modification and previously canceled Mortgage Insurance will give you a more affordable payment.

To help you get started, we have made the process simple by waiving the normal modification application process – **you will not need to submit any additional application-related documents.**

Your mortgage is delinquent and headed to foreclosure. As your mortgage company, we are motivated and empowered to help you keep your home. **Last year alone, we helped more than 23,000 of our customers keep their homes and avoid foreclosure. We can help you too.**

Take action...

Your pre-approved modification will help you get back on track. **There is no application and no down payment.**

Act now to lower the amount you owe by no less than **\$61,683.89!**

What You Need to Do Now...

To accept this offer, you must make the first monthly "Trial Period" payment by the date shown below. To qualify for a permanent modification, you must make the following Trial Period payments by the corresponding date.

1 st Payment:	\$2,078.44	by 8/1/2019
2 nd Payment:	\$2,078.44	by 9/1/2019
3 rd Payment:	\$2,078.44	by 10/1/2019
4 th Payment:	\$2,078.44	by 11/1/2019
5 th Payment:	\$2,078.44	by 12/1/2019
6 th Payment:	\$2,078.44	by 1/1/2020

To accept this offer, the attached modification agreement with the terms of your permanent modification must be signed and returned to us along with the 1st trial payment. After you timely make all Trial Period payments and return the signed documents, your modification will be completed. Please note, your existing loan and loan requirements remain in effect and unchanged during the Trial Period and until we receive the signed modification agreement. **If we do not receive each Trial Period payment timely and the signed documents, your loan will not be modified under the terms described in this offer.**

If you are under active bankruptcy at the time of the modification, you may need court approval to complete a modification on your loan. Please contact your attorney, trustee or your designated bankruptcy court if you have doubt on whether you need bankruptcy court approval to modify your loan.

Loan Modification Agreement

Modification Effective Date: 2/1/2020
Borrower(s): PAUL W PIEKEN
 DOLORES A PIEKEN

Loan Number: 1810941
Servicer: Bayview Loan Servicing, LLC
Original Promissory Note ("Note"): 9/24/2009
Original Principal Balance: \$358,137.00

Deed of Trust/Mortgage ("Security Instrument"): Deed of Trust or Mortgage securing the Note and creating a lien on certain real property ("Property") owned by Borrower.

Borrower and Servicer agree to the following:

1. **New Principal Balance:** \$399,600.00, including the existing unpaid principal balance of \$332,655.45 plus the capitalized unpaid installments, interest, late charges, fees and costs, and if applicable, advances for unpaid property taxes and/or insurance premiums increased by \$66,944.55. Based on the consideration listed above, and other good and valuable consideration, Servicer agrees to forgive \$61,683.89. You will never be required to pay this amount. There may be prior deferment or forgiveness related to this loan or this current Agreement. There could be tax consequences related to this deferment or forgiveness, you are advised to seek guidance from an independent tax professional. If your loan was a daily simple interest loan, once converted the loan will be modified into a standard amortizing loan.
2. **New Monthly Payment;** \$2,078.44, including monthly principal and interest payment of \$1,595.09, plus monthly escrow payment of \$483.35.
3. **New Interest Rate:** 3.695%
4. **New Maturity Date:** 1/1/2060
5. **New Monthly Payments, Payment Adjustments:**

Years	Interest Rate	Interest Rate Change Date	Monthly Principal & Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1 - 5	3.695%	1/1/2020	\$1,595.09	\$483.35	\$2,078.44	2/1/2020	60
6	4.695%	1/1/2025	\$1,823.23	Adjusted Annually	Adjusted Annually	2/1/2025	12
7-40	5.085%	1/1/2026	\$1,914.25	Adjusted Annually	Adjusted Annually	2/1/2026	408